



Wisconsin Act 317

Animals That Do Work or Perform Tasks for Individuals with Disabilities (“Animal”)

• If a rental applicant/tenant (“Tenant”) has a disability and a disability-related need for an Animal, it is discrimination for a Landlord to do any of the following because the Tenant keeps such an Animal:

1. Refuse to rent
2. Cause the eviction of
3. Require extra compensation from the Tenant as a condition of continued residence; or
4. Engage in the harassment of the Tenant

• If a Tenant wants to keep an Animal, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:

1. Reliable documentation that the Tenant has a disability
2. Reliable documentation of the disability-related need for the Animal

• A Tenant who keeps an Animal shall accept liability for damage to the premises caused by the Animal.

• A Landlord can deny a Tenant the ability to keep an Animal if:

1. The Tenant is not disabled, does not have a disability-related need for the Animal, or fails to provide the necessary documentation.

2. Allowing the Animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord

3. The specific Animal poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation

4. The specific Animal would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.

Emotional Support Animals (“ESA”) An ESA is defined as an animal that provides emotional support, well-being, comfort, or companionship to an individual but is not trained to perform tasks for the benefit of a disabled person. If a rental applicant/tenant (“Tenant”) has a disability and a disability-related need for an ESA, it is discrimination for a Landlord to do any of the following because the Tenant keeps an ESA:

1. Refuse to rent

2. Cause the eviction of
3. Require extra compensation from the Tenant as a condition of continued residence
4. Engage in the harassment of the Tenant.

• If a Tenant wants to keep an ESA, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:

1. Reliable documentation that the Tenant has a disability
2. Reliable documentation of the disability-related need for the ESA from a licensed health care professional.

NOTE: A "licensed health care professional" is defined as a physician, psychologist, social worker, or other health care professional who satisfies all of the following:

1. Licensed or certified in the state of Wisconsin; and
2. Acting within the scope of his or her license or certification.

• A Tenant who keeps an ESA shall accept liability for damage to the premises caused by the ESA.

• A Landlord can deny a Tenant the ability to keep an ESA if:

1. The Tenant is not disabled, does not have a disability-related need for the ESA, or fails to provide the necessary documentation
2. Allowing the ESA would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord
3. The specific ESA poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation
4. The specific ESA would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.

If a Tenant, for the purpose of obtaining housing, intentionally misrepresents that s/he has a disability or misrepresents the need for an ESA to assist with the disability, the Tenant shall pay a fine of not less than \$500. If a licensed health care professional, for the purpose of allowing a patient to obtain housing, misrepresents that the patient has a disability or a disability-related need for an ESA, the health care provider shall pay a fine of not less than \$500.